SURVEY MONUMENT INSTALLATION BOND

LET IT BE KNOWN BY THESE PRESENTS, that _______________________________________________ as the subdivider (hereinafter “Principal”), and__________________________________________________________________________________________ as the Surety, a corporation of the State of ________________________________________________, are held and firmly bound unto the City of Chula Vista, a municipal corporation (hereinafter “City”), in the County of San Diego, State of California, and to and for the benefit of any and all persons who may suffer damage by reason of the breach of the conditions hereof, in the penal sum of ________________________________________________ dollars ($____________________) lawful money of the United States, to be paid to City.

WHEREAS, Principal is presently engaged in subdividing certain lands to be known as__________________________________________________________________________________________ subdivision in the City of Chula Vista; and,

WHEREAS, Principal and City have entered into a Subdivision Improvement Agreement approved by City Council Resolution No. _____________________ (hereinafter referred to as “Agreement”) whereby Principal agrees to install durable survey monuments for said subdivision, which said Agreement, dated ______________________, 20____, and identified as project __________________________________________________________________________, is hereby referred to and made a part hereof; and,

WHEREAS, Principal desires to not install durable survey monuments prior to the recordation of the final map of the subdivision and desires to install same at a later date,

NOW, THEREFORE, the condition of the above obligation is that if Principal shall have installed durable monuments of the survey by _____________________________________________ (Name of Licensed Civil Engineer or Land Surveyor) in accordance with the final map of said subdivision, a copy of which said map is hereby made and same is incorporated herein as though set forth in full, and according to the ordinances of the City of Chula Vista in full force and effect at the time of the giving of this bond, on or before the expiration of thirty (30) consecutive days following completion and acceptance of public improvements within said subdivision as specified in said Agreement, then the obligation shall be void, otherwise to be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, and including reasonable attorney’s fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on ________________, 20____.

_______________________________________  ______________________________________
Name of Principal (Applicant)  Name of Surety Company
By_____________________________________  By____________________________________

By_____________________________________  ______________________________________
Address of Surety Company

_______________________________________  ______________________________________
Bond/Policy No.  City  State  Zip Code

ABOVE-SIGNATORIES MUST BE NOTARIZED

APPROVED AS TO FORM:

_______________________________________
City Attorney

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